PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this 6 day of Tune, 2005 between:

SELLER:

Financial Resources and Assistance of the Lakes Region Inc.

a New Hampshire corporation with an address of:

P.O. Box 1158 Meredith, NH 03253 and

BUYER:

CL and M. Inc, a Nevada corporation with a NH address of:

P.O. Box 7603, Gilford, NH 03247

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to purchase the SELLER's interest in its Factoring (Accounts Receivable Purchase) agreement dated December 9, 1997 from a Control of the Comporation and personally guaranteed by Andrew President and secured by UCC-1 fillings, plus a Mortgage securing a Promissory Note from the property located on the northwesterly sizable seminar Road in Meredith, County of Belknap, New Hampshire, dated December 9, 1997 and recorded at book #1446, page #0731 at the Belknap County Registry of Deeds. This promissory note in mortgages also personally guaranteed by Andrew President and President an

PURCHASE PRICE: Seven Hundred Thirty Thousand Dollars (\$730,000.00). is to be paid in no less than 60 days. (Payment schedule attached).

CLOSING DATE: Closing Date shall be on or before <u>June 15. 2005</u> at the office of the SELLER or such other place as is mutually agreed to by the parties, at which time the documents shall be executed and the SELLER's assignment shall be transferred to the BUYER.

BUYERS RESPONSIBILITY & SELLERS COOPERATION:

The BUYER, <u>CL and M. Inc</u> hereby assumes all collection responsibility including all costs and liabilities for the collection activities in pursuit of said Writ of Attachment, and

the SELLER hereby agrees to cooperate with the BUYER, its attorneys and/or legal proceedings necessary in such pursuit. However, BUYER shall reimburse SELLER for any expenses, incurred by SELLER, associated with such cooperation.

REPRESENTATIONS AND OBLIGATIONS: All representations, statements, and agreements between the parties are merged in this Purchase and Sale Agreement. This agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this agreement, made by the other or on his behalf.

This Agreement, dated this 6th day of June, 2005 shall be binding upon the heirs, executors, administrators and assigns of both parties.

Financial Resources and Assistance of the Lakes Region Inc., SELLER

CL and M, Inc., BUYER

Scott D. Farah, President

Authorized

Donald E. Dodge, President

Authorized

Purchase and Sale Payment Record

Date 6/18/07

Amount Paid

200,000 × 11 200,000 × 11 330,000 × 11

Method of Payment

(Check #, Wire, etc.)

WIRE

WIRE

PAID INI FULL
7/5/2005 V-Trouble Deposit Bal Stellingus

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this Oth day of Tola , for between

SELLER: Financial Resources and Assistance of the Lakes Region Inc.

a New Hampshire corporation with an address of:

P.O. Box 1158 Meredith, NH 03253 and

BUYER: CL and M, Inc, a Nevada corporation with an address of:

P.O. Box 7603, Gilford, NH 03247

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to purchase the SELLER's interest in its Assigned Writ of Attachment on property known as Boston Hill Project located in Westborough Massachusetts and recorded at the Worcester County Registry of Deeds at book #34520, page #342 and recorded on September 1, 2004, in exchange for the purchase price.

PURCHASE PRICE:

Four Million One Hundred Thousand Dollars (\$4,100,000). is to be paid in no less than quarterly installments of over the period of 36 months. (Payment Schedule Attached).

INTEREST: at the rate of <u>-0-</u>% shall accrue (monthly) on the unpaid balance during the first 12 months. After 12 months the remaining balance will accrue at <u>10</u>%, compounding monthly.

CLOSING DATE: Closing Date shall be on or before <u>July 10, 2006</u> at the office of the SELLER or such other place as is mutually agreed to by the parties, at

which time the documents shall be executed and the SELLER's assignment shall be transferred to the BUYER.

BUYERS RESPONSIBILITY & SELLERS COOPERATION:

The BUYER, <u>CL</u> and <u>M</u>, <u>Inc</u> hereby assumes all collection responsibility including all costs and liabilities for the collection activities in pursuit of said Writ of Attachment, and the SELLER hereby agrees to cooperate with the BUYER, its attorneys and/or legal proceedings necessary in such pursuit. However, BUYER shall reimburse SELLER for any expenses, incurred by SELLER, associated with such cooperation.

REPRESENTATIONS AND OBLIGATIONS: All representations, statements, and agreements between the parties are merged in this Purchase and Sale Agreement. This agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this agreement, made by the other or on his behalf.

This Agreement, dated this 10th day of 70th, 2005 shall be binding upon the heirs, executors, administrators and assigns of both parties.

Financial Resources and Assistance of the Lakes Region Inc., SELLER

Scott D. Farah, President

Authorized

CL and M, Inc., BUYER

Donald E. Dodge, President

Authorized

V. Thudbothalskt Agresi-Sewill

Purchase and Sale Payment Record

Date	Amount Paid	Method of Payment
7/14 OF	100 000 11	(Check #, Wire, etc.)
122/05	1500WW 11 V	<i>દર</i> -દેપ
7/26/2005	50,000 11	6116
ang 9 2005	50,000 11 V	Wire
8/15/05	100,008 11	もしただ
9/1/2005	160,000 11	WIRE
9-7-05	15000 U	Wink
9-14-05	50,000 11 6	Wire
9/24/05	50,000 " W	WIRP
9-27-05	100,000 11/	wis
9/3/05	100,000 11	WIRE
10-1-05	200,000 1 -	Wire
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10/18/05	1 6 7 0 00	
DOT 25 2005	60,000	WIRK
11-2-05	100000 118	61126
NOP-7-05	19700011	WIRE
11/14/05	127,00011	WIRE
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0161

NOV. 27, 2005 40000 11V WIRE 11/29/05 will 100,00e 12/8/05 WIRE 12/5/55 100,000 HV and 12-22-06 5000011/2,280,0011 WIRE. 100'000 N Bala-Our WIRE 11-7-06 50,000 n 4/14/06 WURR 100,000 n 4/19/06 worl 1000000 pril 25 to 2006 GIRC 1000000 ~ 5/3/06 WIRE 250,000 " 5/5/06 wire 100,000 5-10-06 WIRE 300,000° 5-11-06 WIRE 150,000 5-19-08 WIRE 200,000cm 6/1/06 wire 100,000 6-9-06 WIRE 100,00 ern 6/16/06 WIRE_ 250,000 ~ 6/29/06

Assignment of Attachment/Lien

FOR VALUE RECEIVED, Financial Resources & Assistance of the Lakes Region Inc.

("Assignor"), with an address of

15 Northview Drive, Meredith, NH 03253

HOLDER OF:

An Assignment from

recorded Real Estate Lien (Writ of Attachment) on Property Known As Boston Hill Project, Westborough Massachusetts.

DATED:

August 30, 2004

RECORDED:

Worcester County Registry of Deeds at Book # 34520 Page # 342

Recorded Date of: September 1, 2004.

HEREBY RE-ASSIGNS THIS WRIT OF ATTACHMENT TO: CL and M, Inc., a Nevada Corporation ("Holder" "Assignee"), with a New Hampshire office address of P.O. Box 7603, Gilford, NH 03247.

WITNESS MY HAND this 6th day of July

Financial Resources and Assistance of the Lakes Region, Inc.

By: Scott D. Farah, President

Duly Authorized

Witness